

LEASE NO. GS-11P-LVA12702

Warehouse Lease
GSA FORM L201WH (09/14)

This Lease is made and entered into between

FP Davis Drive Lot 5, LLC

(Lessor), whose principal place of business is c/o First Potomac Realty Trust, 7600 Wisconsin Avenue, 11th Floor, Bethesda, MD 20811, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Sterling Park Business Center, 22446 Davis Drive, Sterling, VA 20164

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years Firm

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name: Edward V. Zapin

Title: Vice President

Entity Name: FP Davis Drive Lot 5, LLC

Date: 11/8/16

FOR THE GOVERNMENT:

(b) (6)

Name: Maria S. Medina

Title: Lease Contracting Officer

Entity Name: General Services Administration, Public Buildings Service

Date: 12/1/16

WITNESSED FOR THE LESSOR BY:

(b) (6)

Name: Emily Naylor

Title: Leasing Assistant

Date: 11/8/16

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	5
1.01 THE PREMISES (WAREHOUSE) (MAY 2014)	5
1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)	5
1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)	6
1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)	6
1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	6
1.06 RENT AND OTHER CONSIDERATION (MAY 2014)	6
1.07 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)	6
1.08 TERMINATION RIGHTS (AUG 2011)	7
1.09 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED	7
1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)	7
1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)	7
1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)	7
1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	8
1.14 BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED	8
1.15 BUILDING-SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013) INTENTIONALLY DELETED	8
1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)	8
1.17 REAL ESTATE TAX BASE (SEP 2013) INTENTIONALLY DELETED	8
1.18 OPERATING COST BASE (SEP 2013)	8
1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)	8
1.20 HOURLY OVERTIME HVAC RATES (AUG 2011)	8
1.21 24-HOUR HVAC REQUIREMENT (SEP 2014) INTENTIONALLY DELETED	8
1.22 BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED	8
1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012) INTENTIONALLY DELETED	8
SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS	9
2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (MAY 2014)	9
2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)	10
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)	10
2.04 WAIVER OF RESTORATION (APR 2011)	10
2.05 PAYMENT OF BROKER (JUL 2011)	10
2.06 CHANGE OF OWNERSHIP (SEP 2013)	10
2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)	11
2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)	12
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)	12
2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	13
2.11 RELOCATION ASSISTANCE (APR 2011) INTENTIONALLY DELETED	13
SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	14
3.01 LABOR STANDARDS (SEP 2013) INTENTIONALLY DELETED	14
3.02 WORK PERFORMANCE (JUN 2012)	14
3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014)	14
3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	14
3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)	14
3.06 WOOD PRODUCTS (MAY 2014)	15
3.07 ADHESIVES AND SEALANTS (AUG 2008)	15
3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014)	15
3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	15
3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)	15
3.11 VESTIBULES (APR 2014) INTENTIONALLY DELETED	16
3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2014)	16
3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)	16
3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)	16
3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)	16
3.16 ELEVATORS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	16
3.17 FLAGPOLE (SEP 2013) INTENTIONALLY DELETED	17
3.18 DEMOLITION (JUN 2012)	17
3.19 ACCESSIBILITY (FEB 2007)	17
3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)	17
3.21 DOORS: IDENTIFICATION (APR 2011)	17
3.22 WINDOWS (APR 2011)	17
3.23 PARTITIONS: GENERAL (SEP 2013)	17
3.24 PARTITIONS: PERMANENT (SEP 2013)	17
3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	17
3.26 WALL FINISHES - SHELL (JUN 2012) INTENTIONALLY DELETED	18
3.27 PAINTING - SHELL (JUN 2012)	18
3.28 FLOORS AND FLOOR LOAD - SHELL (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	18

3.29	FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	18
3.30	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	18
3.31	BUILDING SYSTEMS (APR 2011)	18
3.32	ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)	18
3.33	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED	18
3.34	PLUMBING (JUN 2012) INTENTIONALLY DELETED	18
3.35	DRINKING FOUNTAINS (WAREHOUSE) (MAY 2014)	18
3.36	RESTROOMS (WAREHOUSE) (MAY 2014)	18
3.37	PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)	18
3.38	JANITOR CLOSETS (JUN 2012) INTENTIONALLY DELETED	19
3.39	HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2014)	19
3.40	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	19
3.41	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	19
3.42	LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (MAY 2014)	20
3.43	ACOUSTICAL REQUIREMENTS (JUN 2012)	20
3.44	ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) INTENTIONALLY DELETED	20
3.45	SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED	20
3.46	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED	20
3.47	INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)	20
3.48	SYSTEMS COMMISSIONING (APR 2011)	21
3.49	LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)	21
3.50	EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)	22
3.51	MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)	22
3.52	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED	22
3.53	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS—LEASE (SEP 2014) INTENTIONALLY DELETED	22

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES 24

4.01	SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014)	24
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	24
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)	24
4.04	BUILDING-SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) INTENTIONALLY DELETED	25
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)	25
4.06	GREEN LEASE SUBMITTALS (JUN 2012)	25
4.07	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	26
4.08	PROGRESS REPORTS (JUN 2012)	26
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	26
4.10	CONSTRUCTION INSPECTIONS (APR 2011)	26
4.11	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2013)	26
4.12	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	26
4.13	AS-BUILT DRAWINGS (JUN 2012)	27
4.14	LIQUIDATED DAMAGES (JUN 2012)	27
4.15	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	27
4.16	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	27

SECTION 5 TENANT IMPROVEMENT COMPONENTS 28

5.01	TENANT IMPROVEMENT REQUIREMENTS (MAY 2014)	28
5.02	FINISH SELECTIONS (JUN 2012)	28
5.03	WINDOW COVERINGS (WAREHOUSE) (JUN 2012)	28
5.04	DOORS: SUITE ENTRY (SEP 2013)	28
5.05	DOORS: INTERIOR (SEP 2013)	28
5.06	DOORS: HARDWARE (SEP 2013)	28
5.07	DOORS: IDENTIFICATION (JUN 2012)	28
5.08	PARTITIONS: SUBDIVIDING (SEP 2013)	28
5.09	CEILINGS—TI (WAREHOUSE) (MAY 2014)	29
5.10	WALL FINISHES (JUN 2012) INTENTIONALLY DELETED	29
5.11	PAINTING—TI (WAREHOUSE) (MAY 2014)	29
5.12	FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	29
5.13	HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)	29
5.14	ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)	29
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	30
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	30
5.17	DATA DISTRIBUTION (JUN 2012)	30
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012) INTENTIONALLY DELETED	30
5.19	LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)	30
5.20	LOADING DOCKS—TI (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	31

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM 32

6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)	32
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6.02	UTILITIES (APR 2011)	32
6.03	UTILITY CONSUMPTION REPORTING (JUN 2012)	32
6.04	HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014)	32
6.05	OVERTIME HVAC USAGE (JUN 2012)	32
6.06	JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)	32
6.07	SELECTION OF CLEANING PRODUCTS (APR 2011)	33
6.08	SELECTION OF PAPER PRODUCTS (JUN 2012)	33
6.09	SNOW REMOVAL (WAREHOUSE) (MAY 2014)	33
6.10	MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)	33
6.11	MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014)	34
6.12	ASBESTOS ABATEMENT (APR 2011)	34
6.13	ONSITE LESSOR MANAGEMENT (APR 2011)	34
6.14	IDENTITY VERIFICATION OF PERSONNEL (MAY 2014)	34
6.15	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	35
6.16	LANDSCAPING (JUN 2012)	35
6.17	LANDSCAPE MAINTENANCE (APR 2011)	35
6.18	RECYCLING—WAREHOUSE (JUN 2012)	35
6.19	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	36
6.20	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (MAY 2014)	36
	INTENTIONALLY DELETED	36
6.21	INDOOR AIR QUALITY (MAY 2014)	36
6.22	RADON IN AIR (SEP 2013)	36
6.23	RADON IN WATER (JUN 2012) INTENTIONALLY DELETED	36
6.24	HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)	36
6.25	MOLD (SEP 2013)	37
6.26	OCCUPANT EMERGENCY PLANS (SEP 2013)	37
6.27	FLAG DISPLAY (SEP 2013) INTENTIONALLY DELETED	37
6.28	PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	37
6.29	TRASH DUMPSTER SERVICE (WAREHOUSE) (MAY 2014)	37
6.30	ACCESS TO BUILDING INFORMATION (MAY 2014)	37

SECTION 7 ADDITIONAL TERMS AND CONDITIONS		38
7.01	SECURITY REQUIREMENTS (MAY 2014)	38
7.02	MEANS OF EGRESS	38
7.03	RESTROOMS WITHIN PREMISES	38
7.04	MODIFICATIONS TO L201WH	38

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (MAY 2014)

The Premises are described as follows:

- A. Warehouse and Related Space: 6,465 rentable square feet yielding 6,227 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space known as Suite(s) 166, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 3.82 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Automobile Parking:
The Lessor shall provide any additional automobile parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. All spaces must be secured and lit in accordance with the Security Requirements set forth in this Lease. The cost of this parking shall be included as part of the rental consideration.
- B. Intentionally deleted.
- C. Delivery Route:
- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 36 inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
 - (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
 - (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
 - (4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.
- D. Delivery Ramps:
- (1) Any part of an accessible route with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 3 feet with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
 - (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 36 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.
- E. Antennas, Satellite Dishes, and Related Transmission Devices:
- (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment,
 - (2) the right to access the roof of the Building, and
 - (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius to accommodate a 53-foot tractor-trailer trucks shall be provided and maintained at all times for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

The Premises must have a clear ceiling height of 20 feet 0 inches. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED

1.06 RENT AND OTHER CONSIDERATION (MAY 2014)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM
	ANNUAL RENT
SHELL RENT ¹	\$ 97,427.55
TENANT IMPROVEMENTS RENT ²	(b) (4)
OPERATING COSTS ³	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC)	(b) (4)
PARKING	\$ 0.00
TOTAL ANNUAL RENT	\$ 134,474.08

¹Shell rent calculation:

(Firm Term) \$15.070000 per RSF (b) (4)

²The Tenant Improvement Allowance is (b) (4)

³Operating Costs rent calculation: (b) (4)

Notwithstanding the foregoing, the Government shall be entitled to a rental abatement of \$33,618.51 and a Commission Credit of (b) (4) which shall be applied in accordance with the schedule set forth in paragraph 1.07.

In instances where the Lessor amortizes either the TIA or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs, beyond the Firm Term.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 6,227 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the Lessor by electronic funds transfer in accordance with the "Payment By Electronic Funds Transfer—Central Contractor Registration" paragraph in Section 6 "Additional Terms and Conditions" hereinafter. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
2. All costs, expenses, and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

G. Intentionally deleted.

1.07 BROKER COMMISSION AND COMMISSION CREDIT (JUN 2012)

A. Savills Studley, Inc. (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the two parties.

Only (b) (4) of the Commission will be payable to Savills Studley, Inc. with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.

B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the fourth month of the rental payments following three (3) months of rental abatement and continue as indicated in this schedule for adjusted Monthly Rent:

Month 1 Rental Payment (b) (4) minus Rental Abatement of (b) (4) equals (b) (4) adjusted 1st Month's Rent.*
Month 2 Rental Payment (b) (4) minus Rental Abatement of (b) (4) equals (b) (4) adjusted 2nd Month's Rent.*
Month 3 Rental Payment (b) (4) minus Rental Abatement of (b) (4) equals (b) (4) adjusted 3rd Month's Rent.*
Month 4 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 4th Month's Rent.*
Month 5 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 5th Month's Rent.*
Month 6 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 6th Month's Rent.*
Month 7 Rental Payment (b) (4) minus prorated Commission Credit of (b) (4) equals (b) (4) adjusted 7th Month's Rent.*
* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.08 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.09 RENEWAL RIGHTS (SEP 2013) INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
SECURITY REQUIREMENTS	4	B
GSA FORM 3517B GENERAL CLAUSES	47	C
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	11	D
SMALL BUSINESS SUBCONTRACTING PLAN	12	E

1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of (b) (4).

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)

A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for a decrease in rent according to the agreed-upon amortization rate over the Firm Term.

B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be reduced accordingly. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in a decrease in the rent according to the amortization rate over the Firm Term of the Lease.

C. If it is anticipated that the Government will spend more than the allowance identified above, the Government may elect to:

1. Reduce the TI requirements;
2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
3. Negotiate an increase in the rent.

1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI CONSTRUCTION COSTS)	(b) (4)
LESSOR'S PROJECT MANAGEMENT FEE (% OF TI CONSTRUCTION COSTS)	

1.14 BUILDING-SPECIFIC AMORTIZED CAPITAL (SEP 2012) INTENTIONALLY DELETED

1.15 BUILDING-SPECIFIC AMORTIZED CAPITAL RENTA ADJUSTMENT (SEP 2012) INTENTIONALLY DELETED

1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is (b) (4) percent. The Percentage of Occupancy is derived by dividing the total Government Space of 45,515 RSF by the total Building space of 6,465 RSF.

1.17 REAL ESTATE TAX BASE (SEP 2012) INTENTIONALLY DELETED

1.18 OPERATING COST BASE (SEP 2012)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be (b) (4)

1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2012)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by (b) (4) of Space vacated by the Government.

1.20 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage":

- (b) (4)
- (b) (4)
- (b) (4)

1.21 24 HOUR HVAC REQUIREMENT (SEP 2012) INTENTIONALLY DELETED

1.22 BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED

1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012) INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (MAY 2014)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights (such as parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease).
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. Defined as the total Warehouse Area, Office Area, and other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.
- P. Racking System Plan—A plan that at a minimum must include clear ceiling height requirement(s), aisle width(s), shelving depth(s) and type of material(s) to be stored . In addition such Plan shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves.
- Q. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.
- R. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas, wareyards, loading docks, aprons, loading ramps to which the Government has rights under this Lease are not included in the Space.
- S. Warehouse and office space. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area

where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed.* References to ABOA mean ANSI/BOMA Office Area.

T. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (JUN 2012)

The signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (SEP 2013)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or, when specifically authorized to do so by the LCO, a tenant agency-approved form. The GSAM clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the Lease Contracting Officer, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (APR 2011)

The Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (SEP 2013)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM) (See FAR 52.232-33), and complete and sign GSA Form 3518, Representations and Certifications.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to accrue, subject to the Government's rights as provided for in this Lease. However, the Government's obligation to pay rent to the Transferee shall be suspended until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. So long as any delays in effecting the recognition of Transferee as Lessor are not the responsibility of the Government, no interest shall accrue on suspended rent.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.

B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Fully Assessed. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Property. "Property" has the same definition as provided in Section 2.01 of this Lease. It is the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.

Real Estate Taxes. Those taxes levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. "Real Estate Taxes" excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority. The state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year. The 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement. An authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes. The full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base. The Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

Percentage of Occupancy. That portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the

completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

D. Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (SEP 2013)

A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced.

B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, if the particular service is provided by lessor, annual incremental adjusted rent for changes in costs for maintenance, trash removal, janitorial services, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within 15 calendar days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 ~~RELOCATION ASSISTANCE (APR 2014)~~ INTENTIONALLY DELETED

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 ~~LABOR STANDARDS (SEP 2013)~~ INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (MAY 2014)

A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this Lease and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at <http://www.epa.gov/cpg>.

B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit a Request for Waiver for each material to the LCO with the TI pricing submittal. The request for waiver shall be based on the following criteria:

1. The cost of the recommended product is unreasonable.
2. Inadequate competition exists.
3. Items are not available within a reasonable period.
4. Items do not meet Lease performance standards.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (SEP 2008)

A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.

B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.

C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittals paragraph of the Lease.

D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:

1. Ceiling grid and tile
2. Light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs
3. Duct work and HVAC equipment
4. Wiring and electrical equipment
5. Aluminum and/or steel doors and frames
6. Hardware
7. Drywall
8. Steel studs
9. Carpet, carpet backing, and carpet padding
10. Wood
11. Insulation
12. Cardboard packaging
13. Pallets
14. Windows and glazing materials
15. All miscellaneous metals (as in steel support frames for filing equipment)
16. All other finish and construction materials.

E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.

F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (MAY 2014)

A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.sfioprogram.org).

B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at www.cites.org/eng/resources/species.html.

C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (AUG 2008)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (MAY 2014)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.

B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.

C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.

D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

3.11 ~~VESTIBULES (APR 2014)~~ INTENTIONALLY DELETED

3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2014)

A. The Premises and any parking garage areas shall meet the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101) or the International Code Council, International Building Code (IBC), (both current as of the Lease Award Date). Costs related to any additional egress doors necessary to comply with code shall be the Government's responsibility.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy. The existing personnel doors (one in the front and two at the rear of the Premises) are accepted by the Government as meeting this requirement.

C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)

A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.

B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.

C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)

A. A Building-wide fire alarm system shall be installed when the offered Space exceeds 40,000 square feet of RSF.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR Label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR Label, then Lessor must earn the ENERGY STAR Label within 18 months after occupancy by the Government.

3.16 ~~ELEVATORS (WAREHOUSE) (MAY 2014)~~ INTENTIONALLY DELETED

3.17 ~~FLAGPOLE (SEP 2013)~~ INTENTIONALLY DELETED

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)

A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs. The doors existing at the Premises on the date of Lease Award are sufficient to satisfy the requirements of this Section 3.20.

B. Intentionally deleted.

C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.

D. There shall be unrestrictive access to a minimum of two remote exits on each floor of the Government's occupancy.

E. Loading doors shall have a roll-up door with lock.

3.21 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.22 WINDOWS (APR 2011)

A. Office Space shall have windows in each exterior bay unless waived by the LCO.

B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device.

3.23 PARTITIONS: GENERAL (SEP 2013)

Partitions in public areas shall be marble, granite, hardwood, or drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO.

3.24 PARTITIONS: PERMANENT (SEP 2013)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date.

3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.26 WALL FINISHES—SHELL (JUN 2012) INTENTIONALLY DELETED

3.27 PAINTING—SHELL (JUN 2012)

A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with low VOC primer. If any Building shell areas are already painted prior to TIs, the Lessor shall repaint, at the Lessor's expense, as necessary during TIs.

B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED

3.29 FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED

3.30 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

3.31 BUILDING SYSTEMS (APR 2011)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

3.32 ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)

A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical distribution panels shall include both 277/480 volt 3-phase and 120/208 volt 3 phase. A minimum of 150 amps at 240/120 volts per 4,000 rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panel boxes in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Office area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.

B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms (to the extent existing as of Lease Award), corridors, and dispensing areas.

3.33 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012) INTENTIONALLY DELETED

3.34 PLUMBING (JUN 2012) INTENTIONALLY DELETED

3.35 DRINKING FOUNTAINS (WAREHOUSE) (MAY 2014)

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also shall be provided by Lessor as part of the shell rental. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard.

3.36 RESTROOMS (WAREHOUSE) (MAY 2014)

A. For Warehouse Area, Lessor shall provide at its cost, two handicap-accessible single-use restroom facilities, with an adequate number of fixtures to meet current local codes based on general warehousing use.

B. Intentionally deleted.

C. Intentionally deleted.

D. Intentionally deleted.

3.37 PLUMBING FIXTURES: WATER CONSERVATION (DEC 2011)

For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the Government occupies the full floor):

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at <http://www.epa.gov/watersense/>.

3.38 JANITOR CLOSETS (JUN 2012) INTENTIONALLY DELETED

3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2014)

A. Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with [the latest version of ASHRAE 62.1].

B. Office Areas: Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.

C. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.

D. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.

E. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

F. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.

G. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a Minimum Efficiency Reporting Value (MERV) efficiency of 8. Final filters shall have a MERV efficiency of 13.

H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.

I. Intentionally deleted.

J. Warehouse and Office areas: HVAC systems must conform to the locally approved building code.

3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.

B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:

1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.

C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.

D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.

3.42 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (MAY 2014)

Warehouse/Storage Space & Overall:

A. Lessor shall provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.

B. Occupancy Sensors: The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

Building Perimeter:

1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.
2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass. See [HTTP://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF](http://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF)

C. Parking Structures: The minimum illuminance level for parking structures is 1 foot-candle as measured on the floor with a uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.

D. Parking Sensors: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non-use. This non-use time period will normally be from 11:00 pm to 6:00 am.

E. Exterior Power Backup: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)

A. Intentionally deleted.

B. Ambient Noise Control: Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.

C. Intentionally deleted.

D. Testing: The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.44 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) INTENTIONALLY DELETED

3.45 SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED

3.47 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2013)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 5. Following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- G. Flush-Out Procedure:
1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before occupancy of the Space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
 2. After the 3-day period the Space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
 3. Any deviation from this ventilation plan must be approved by the LCO.
 4. The Lessor is required to provide regularly occupied areas of the Space with new air filtration media before occupancy that provides a MERV of 13 or better.
 5. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings Under Construction, 1995, Chapter 3.
 6. Protect stored onsite and installed absorptive materials from moisture damage.

3.48 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.49 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)

- A. Lessor shall provide a minimum of one (1) dock-high loading dock and one (1) grade-level drive-in loading bay for the exclusive use of the Government. The configuration of the loading area shall allow for simultaneous exterior access to the loading dock and loading bay. The height of the dock-high loading dock shall be of standard configuration. All loading doors shall include electronic openers as a part of Shell Rent unless otherwise specified in the Agency Special Requirements. Any other upgrades (e.g., security enhancements) to the dock doors shall be considered Tenant Improvements.
- B. Lessor shall equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.

C. Dock-high doors shall be a minimum of 8' wide by 9' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.

D. Drive-in doors shall be a minimum of 10' wide by 12' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.

E. Lessor shall equip the loading dock with levelers where floor heights are not at the same grade. If exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.

F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.

G. All dock wells shall be level throughout. Each dock shall have a roll-up industrial steel warehouse & dock door door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.

H. Lessor shall equip each loading dock with adjustable tights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on Exhibit A (Floor Plans), the Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).

I. All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.

J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for a 53-foot tractor-trailer to maneuver and service the facility, and also to screen the service drive as much as possible. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.

K. Lessor shall provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. Lessor shall provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.

L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope.

M. Trash rooms must be located adjacent to loading docks or service entrances. Trash rooms must be sized to accommodate the trash handling equipment required and provide storage for trash and recycling generated during a three day occupancy of the building. Space must be allowed for sorting and recycling of paper, bottles and cans, metals, and other materials. Facilities that use trash containers that are picked up by vendors must have at least one loading berth for the trash container.

3.50 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.51 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

3.52 ~~DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED

3.53 ~~NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)~~ INTENTIONALLY DELETED

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

A. DIDs. For the purposes of this Lease, DIDs are defined as fully dimensioned drawings of the leased Space that reflect all Lease requirements provided by the Government sufficient for the preparation of construction documents (CDs), including, but not limited to:

1. Generic furniture layout, wall, door, and built-in millwork locations;
2. Telephone, electrical, and data outlet types and locations;
3. Information necessary for calculation of electrical and HVAC loads;
4. Work related to security requirements; and
5. All finish selections.
6. Racking System Plan
7. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors.

B. Lessor-Provided DIDs: The Lessor must submit to GSA, as part of the shell cost, complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 30 Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed within 10 Working Days of the Government's request.

C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 15 Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.

D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 30 Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10 Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).

E. Government review of CDs: The Government shall have 15 Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.

F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 5 Working Days following the end of the Government CD review period.

G. Intentionally deleted.

H. Negotiation of TI price proposal and issuance of notice to proceed (NTP): The Government shall issue NTP within 10 Working Days following the submission of the TI price proposal, provided that the TI price proposal conforms to the requirements of the paragraph titled "Tenant Improvements Price Proposal" and the parties negotiate a fair and reasonable price for TIs.

I. Intentionally deleted.

J. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 60 Working Days following issuance of NTP.

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 ~~BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)~~ INTENTIONALLY DELETED

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15-403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.

B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.

C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of two qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of two qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.

D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI MasterFormat; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table MasterFormat cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.

E. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.

F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.

G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (JUN 2012)

The Lessor shall submit to the LCO:

A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.

B. MSDS or other appropriate documents upon request for products listed in the Lease.

C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.

D. Any waiver needed when not using materials from the CPG and RMAN lists of acceptable products in accordance with the "Recycled Content Products" paragraph in the Lease.

E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.

F. Construction waste management plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.

G. Building recycling service plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.

H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.

I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:

1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
2. A description of how commissioning requirements will be met and confirmed.

J. Intentionally deleted.

K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within 3 Working Days of NTP, the Lessor shall initiate a construction meeting. The Lessor will have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of 10 Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion. In addition, at the Government's discretion, the Lessor shall conduct meetings every two weeks to brief Government personnel and/or contractors regarding the progress of design and construction of the Space. The Lessor shall be responsible for taking and distributing minutes of these meetings.

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.

B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SEP 2013)

A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report from a licensed fire protection engineer indicating the Space and Building are compliant with all fire protection and life safety-related requirements of this Lease.

D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

At acceptance, the Space shall be measured in accordance with the standards set forth in this Lease to determine the total ABOA SF in the Space. The rent for the Space will be adjusted based upon the measured ABOA square footage as outlined under the Payment clause of the General Clauses. At acceptance, the Lease term shall commence. The Lease Term Commencement Date, final measurement of the Premises, reconciliation of the annual rent, and amount of Commission Credit, if any, shall be memorialized by Lease Amendment.

4.13 AS-BUILT DRAWINGS (JUN 2012)

Not later than 30 days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted on CD-ROM. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages the sum of one day's rent under this Lease for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:

1. Legal fees
2. Travel costs
3. Insurance
4. Home office overhead and other indirect costs
5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
6. Municipal, county, or state fees (not related to sales tax)
7. TI proposal preparation costs
8. Lessor's labor costs related to the management of the TI build-out.

B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:

1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
3. Conduct and document design and construction project meetings;
4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
5. Maintain Request for Information (RFI), submittal, and change order logs; and
6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (MAY 2014)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated as TIs within this section, or designated as TIs within the attached agency requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to installation. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semigloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2013)

A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).

B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.

C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.

D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

5.09 CEILINGS—TI (WAREHOUSE) (MAY 2014)

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

A. Ceilings in office and related areas shall be at a minimum 9 feet and 0 inches and no more than 12 feet and 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.

B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.

C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.

D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:

1. Restrooms. Plastered or spackled and taped gypsum board.
2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Tiles or panels shall contain recycled content.
3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.

5.10 WALL FINISHES—(JUN-2012) INTENTIONALLY DELETED

5.11 PAINTING—TI (WAREHOUSE) (MAY 2014)

A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.

B. The Lessor shall provide interior paints and coatings that meet or are equivalent to the following standards for VOC off gassing:

1. Topcoat paints: Green Seal Standard GS-11, Paints, First Edition, May 20, 1993.
2. All other architectural coatings, primers, and undercoats: South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings, effective January 1, 2004.
3. Architectural paints, coatings, and primers applied to interior walls and ceilings:
 - a. Flats: 50 grams per liter (g/L).
 - b. Non-flats: 150 g/L.
4. Anti-corrosive and anti-rust paints applied to interior ferrous metal substrates: 250 g/L.
5. Clear wood finishes:
 - a. Varnish: 350 g/L.
 - b. Lacquer: 550 g/L.
6. Floor coatings: 100 g/L.
7. Sealers:
 - a. Waterproofing sealers: 250 g/L.
 - b. Sanding sealers: 275 g/L.
 - c. All other sealers: 200 g/L.
8. Shellacs:
 - a. Clear: 730 g/L.
 - b. Pigmented: 550 g/L.
9. Stains: 250 g/L.

C. Use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED

5.13 HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specialty occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)

A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.

B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.

C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications system when required.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)~~ INTENTIONALLY DELETED

5.19 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)

WAREHOUSE AREAS:

A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10 foot candle plan plus shipping & receiving areas of 30 foot candles (Shell) are part of the TIs.

B. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.

C. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be BSAC.

OFFICE AREAS:

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES IN OFFICE AREAS WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

A. **FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.

B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.

C. **POWER DENSITY:**

Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.

New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.

D. **DAYLIGHTING CONTROLS:** If the office portion of the Space is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.

E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

5.20 ~~LOADING DOCKS - TI (WAREHOUSE) (MAY 2014)~~ INTENTIONALLY DELETED

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)

A. The Government's normal hours of operations are established as 7:00 AM to 6:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Janitorial services shall be performed during normal hours.

B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.

6.02 UTILITIES (APR 2011)

The Lessor is responsible for providing all utilities necessary for base Building and tenant operations as part of the rental consideration.

6.03 UTILITY CONSUMPTION REPORTING (JUN 2012)

Upon request from the Lease Contracting Officer or Contracting Officer's Representative, the Lessor shall provide regular quarterly reports of the amount of all utilities consumed at the Building (except those consumed exclusively by other tenants in a multi-tenanted building) in monthly detail for the duration of the Lease. These reports must be provided within 45 days of the end of each quarterly period and shall be in either written or electronic form, as requested by the Government. The reports shall contain the number of actual units consumed. If reports are available detailing only the Government's consumption, then the reports shall be limited solely to the Government's consumption. Additionally, said reports shall indicate, for each utility being reported, the use of the specific utility. For example, electricity consumption shall indicate if it includes heating or air conditioning, and if so, whether just diffusers or diffusers and heating are included in electricity consumption.

6.04 HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014)

A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

B. In all office areas, during non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.

C. In all office areas, thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.

D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.

E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

F. Normal HVAC systems' maintenance shall not disrupt tenant operations.

G. Intentionally deleted.

6.05 OVERTIME HVAC USAGE (JUN 2012)

A. If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

B. When the cost of service is \$3,000 or less, the service may be ordered orally. An invoice shall be submitted to the official placing the order for certification and payment. Orders for services costing more than \$3,000 shall be placed using GSA Form 300, Order for Supplies or Services, or other approved service requisition procurement document. An invoice conforming to the requirements of this Lease shall be submitted to the official placing the order for certification and payment.

C. Failure to submit a proper invoice within 120 days of providing overtime utilities shall constitute a waiver of the Lessor's right to receive any payment for such overtime utilities pursuant to this Lease.

6.06 JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)

The Lessor shall maintain the office area and common area of the Premises in a clean condition and shall provide supplies and equipment for these areas for the term of the Lease. The following schedule describes the level of services intended. Performance will be based on the LCO's evaluation of results, not the frequency or method of performance.

- A. Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Space.
- B. Three times a week. Sweep or vacuum stairs.
- C. Weekly. Damp mop and spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
- D. Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office Space.
- E. Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage Space. Spot clean all wall surfaces within 70 inches of the floor.
- F. Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
- G. Three times a year. Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
- H. Twice a year. Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas.
- I. Annually. Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
- J. Every two years. Shampoo carpets in all offices and other non-public areas.
- K. Every five years. Dry clean or wash (as appropriate) all draperies.
- L. As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.
- M. Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

6.07 SELECTION OF CLEANING PRODUCTS (APR 2011)

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

- A. Use products that are packaged ecologically;
- B. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and,
- C. Minimize the use of harsh chemicals and the release of irritating fumes.

NOTE: Examples of acceptable products may be found at www.gsa.gov/p2products.

6.08 SELECTION OF PAPER PRODUCTS (JUN 2012)

The Lessor shall select paper and paper products (e.g., restroom tissue and paper towels) with recycled content conforming to EPA's CPG.

6.09 SNOW REMOVAL (WAREHOUSE) (MAY 2014)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways, loading docks, dock ramps, and entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep sidewalks, walkways, loading docks, dock ramps, and entrances free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.10 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)

A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems shall be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

6.11 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (MAY 2014)

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall repaint common areas at least every three years.
2. Lessor shall perform cyclical repainting of the Space every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
3. If the warehouse portion of the Space was painted originally, Lessor shall perform cyclical repainting of the warehouse portion at the same cycle as the office and related space. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Office Space every five (5) years, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.
4. Except when damaged by the Government, Lessor shall reseal flooring in warehouse areas whenever there are noticeable variations in surface color or texture.

6.12 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.13 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.14 IDENTITY VERIFICATION OF PERSONNEL (MAY 2014)

A. The Government reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.

B. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.

C. Upon request, the Lessor will notify the Government whether they will use either the manual process and submit completed fingerprint charts and background investigation forms, or use the electronic process of ID verification, completed through the e-QIP system. This would be done for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.

1. **MANUAL PROCESS:** The Lessor shall provide Form FD 258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the Lease Contracting Officer (or the contracting officer's designated representative) within 30 days from receipt of the forms.
2. **ELECTRONIC PROCESS:** The electronic process will be done through the e-QIP system. The Lessor's contractor/personnel will receive an email along with instructions for completing the Office of Personnel Electronic Questionnaire (e-QIP). The contractor/personnel will have up to (7) seven business days to login and complete the e-QIP for the background investigation. The contractor/personnel will be instructed to access the website, and receive on screen instructions which include but it is not limited to:
 - a) How to Log In
 - b) How to Answer and Create New Golden Questions
 - c) What Additional Documents to Send
 - d) To Print and Sign two Signature Forms (Certification That My Answers Are True)
 - e) To complete the submission process, press the "Release /Request Transmit to the Agency" and exit the process
 - f) Where to Send.

The Lessor must ensure prompt input, and timely receipt of the following, from their contractor/personnel:

- a) Two FBI Fingerprint Cards (Form FD-258) or one card produced by a livescan device,
- b) Certification That My Answers Are True
- c) Authorization for Release of Information.

D. The Lessor must ensure the contracting officer (or the contracting officer's designated representative) has all of the requested documentation to ensure the completion of the investigation.

E. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.

F. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD 258 and Standard Form 85P for every employee covered by this paragraph on a 5 year basis.

G. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.15 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.16 LANDSCAPING (JUN 2012)

A. Landscape management practices shall prevent pollution by:

1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
3. Composting/recycling all yard waste.

B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.

C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.17 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.18 RECYCLING—WAREHOUSE (JUN 2012)

A. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.

B. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.

C. Intentionally deleted.

6.19 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

~~6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (MAY 2014)~~ INTENTIONALLY DELETED

6.21 INDOOR AIR QUALITY (MAY 2014)

A. The Lessor shall control contaminants at the source and/or operate the Space, as well as in space serving the Space (e.g., common use areas, janitorial closets, mechanical rooms, HVAC systems, etc.), in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).

B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO.

E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:

1. The Space;
2. Common Building areas;
3. Ventilation systems and zones serving the Space; and
4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.22 RADON IN AIR (SEP 2013)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 pCi/L for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: <http://www.epa.gov/radon/zonemap.html>.

~~6.23 RADON IN WATER (JUN 2012)~~ INTENTIONALLY DELETED

6.24 HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)

A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.

B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.

C. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

6.25 MOLD (SEP 2013)

A. Actionable mold is mold of types and concentrations in excess of that found in the local outdoor air.

B. The Lessor shall provide Space to the Government that is free from actionable mold and free from any conditions that reasonably can be anticipated to permit the growth of actionable mold or are indicative of the possibility that actionable mold will be present (indicators).

C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant (the Inspector) who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the Space for the presence of actionable mold or mold indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the Report) to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of actionable mold or indicators in the leased Space.

D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

E. If the Report indicates that actionable mold or indicators are present in the leased Space, the Lessor, at its sole cost, expense, and risk, shall within 30 days after its receipt of the Report: (1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the Plan) and within 90 days after the Government's approval of the Plan, remediate the actionable mold or the indicators in the leased Space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the actionable mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased Space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and (2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased Space of the nature, location and schedule for the planned remediation and reasons therefore.

F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards and guidelines.

G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable Federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.27 FLAG-DISPLAY (SEP 2013) INTENTIONALLY DELETED

6.28 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED

6.29 TRASH DUMPSTER SERVICE (WAREHOUSE) (MAY 2014)

The Government will provide trash dumpster service for the Space. Lessor must provide an area conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government.

6.30 ACCESS TO BUILDING INFORMATION (MAY 2014)

Building Information—including mechanical, electrical, vertical transport, fire protection and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (MAY 2014)

The Lessor agrees to the requirements of Security Level I attached to this Lease as Exhibit B.

7.02 MEANS OF EGRESS

The Government agrees to pay, at its own expense, for any additional means of egress required for the premises to comply with paragraph 3.12 "Means of Egress."

7.03 RESTROOMS WITHIN PREMISES

Lessor shall provide at least two (2) single-person restrooms within the Premises. The Lessor shall deliver restrooms in clean, working condition, which shall include, but not limited to, operation of plumbing and condition of toilets, fixtures, and paint.

7.04 MODIFICATIONS TO L201WH

The following clauses of the lease have been modified:

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)
1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)
1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)
1.06 RENT AND OTHER CONSIDERATION (MAY 2014)
1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (MAY 2014)
2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (MAY 2014)
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)
3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2014)
3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)
3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (MAY 2014)
3.32 ELECTRICAL – SHELL (WAREHOUSE) (MAY 2014)
3.36 RESTROOMS (WAREHOUSE) (MAY 2014)
3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (MAY 2014)
3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)
3.49 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)
4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (MAY 2014)
4.06 GREEN LEASE SUBMITTALS (JUN 2012)
4.07 CONSTRUCTION SCHEDULE AND CONSTRUCTION MEETING (APR 2011)
6.04 HEATING AND AIR CONDITIONING (WAREHOUSE) (SEP 2014)
6.18 RECYCLING—WAREHOUSE (JUN 2012)

The following clauses of the lease have been deleted:

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)
1.09 RENEWAL RIGHTS (SEP 2013)
1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)
1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)
1.17 REAL ESTATE TAX BASE (SEP 2013)
1.21 24-HOUR HVAC REQUIREMENT (SEP 2014)
1.22 BUILDING IMPROVEMENTS (SEP 2012)
1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012)
2.11 RELOCATION ASSISTANCE (APR 2011)
3.01 LABOR STANDARDS (SEP 2013)
3.11 VESTIBULES (APR 2011)
3.16 ELEVATORS (WAREHOUSE) (MAY 2014)
3.17 FLAGPOLE (SEP 2013)
3.26 WALL FINISHES—SHELL (JUN 2012)
3.28 FLOORS AND FLOOR LOAD – SHELL (WAREHOUSE) (MAY 2014)
3.29 FLOOR COVERING AND PERIMETERS – SHELL (WAREHOUSE) (MAY 2014)
3.33 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)
3.34 PLUMBING (JUN 2012)
3.36 RESTROOMS (WAREHOUSE) (MAY 2014)
3.44 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010)
3.45 SECURITY FOR NEW CONSTRUCTION (SEP 2012)
3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (NOV 2005)
3.52 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)
3.53 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS – LEASE (SEP 2014)

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012)
4.14 LIQUIDATED DAMAGES (JUN 2012)
4.15 SEISMIC RETROFIT (SEP 2013)
5.10 WALL FINISHES (JUN 2012)
5.12 FLOOR COVERINGS AND PERIMETERS – TI (WAREHOUSE) (MAY 2014)
5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)
5.20 LOADING DOCKS – TI (WAREHOUSE) (MAY 2014)
6.20 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (MAY 2014)
6.23 RADON IN WATER (JUN 2012)
6.27 FLAG DISPLAY (SEP 2013)
6.28 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)